

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

INTEL CORPORATION,  
Plaintiff

v.

SHAHIL RAIS,  
Defendant.

Civil Action No.: 1:19-CV-20-RP

**AGREED PERMANENT INJUNCTION**

Approved as to form and content: Carolyn Hoecker Luedtke, MUNGER,  
TOLLES & OLSON LLP, Anne Marie Painter, Jason R. Elliott, PERKINS COIE LLP,  
Attorneys for Plaintiff, Elena H; Vlady, Attorney for Defendant.

COME NOW, Intel Corporation, Plaintiff, and Shahil Rais, Defendant, parties to  
the above-styled and numbered action who, by the signatures of their counsel below have agreed  
to the entry of an Agreed Permanent Injunction.

Whereas Plaintiff Intel Corporation (“Intel”) filed a lawsuit alleging that Shahil  
Rais (“Rais”) misappropriated trade secrets from Intel and violated his confidentiality agreement  
with Intel;

Whereas Intel filed a motion for a temporary restraining order, expedited  
discovery, and preliminary injunction;

Whereas this Court granted the temporary restraining order and expedited  
discovery in part;

Whereas thereafter the parties entered into an Agreed Preliminary Injunction that  
was entered by the Court;

Whereas the parties now wish to settle this matter and as part of that matter, the parties wish to extend the Agreed Preliminary Injunction to be a Permanent Injunction; and

Whereas the parties agree to waive any requirement for a bond for this stipulated permanent injunction;

Whereas the parties have further agreed that this permanent injunction meets the requirements of law and is enforceable;

The Defendant Shahil Rais hereby agrees to the entry of a Permanent Injunction under such terms as set forth herein.

By agreeing to this Permanent Injunction, the parties, Intel and Rais, jointly and respectfully stipulate and request that this Court enter the following permanent injunction.

By their respective signatures set out below, the court finds that the parties have reached agreement on the terms of a settlement and permanent injunction.

It is ORDERED that: Rais and his agents, designees, and representatives shall not obtain, access, use, possess, retain, transmit, copy, or disclose any of Intel's confidential, proprietary or trade secret information, including but not limited to technical, financial, marketing and business information regarding Intel's new product under development for which Rais was the program manager, its other new technologies and products under development about which Rais received confidential information, non-public confidential information about Intel's Foveros technology, or any of the documents identified by hash value in the litigation.

The Court states that this permanent injunction is issued to protect Intel's confidential information and trade secrets. The Court finds and the parties agree that the

irreparable harm threatened by Rais's actions outweigh any damages that the injunction might cause Rais, and restraining Rais would not disserve the public interest.




SO ORDERED this 26<sup>th</sup> day of November, 2019.



United States District Judge

APPROVED AS TO FORM AND CONTENT:

Date: November 20, 2019

 LAW OFFICE OF ELENA VLADY  Attorney for Defendant Shahil Rais	 MUNGER, TOLLES & OLSON LLP; and   PERKINS COIE LLP  Attorneys for Plaintiff Intel Corporation
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